

FILED FOR RECORD ON THIS 10th DAY of June A.D. 1971 AT 2:06 P.M. AND RECORDED IN BOOK 6 AT PAGE 240
WITNESSES: Walter A. Lawrence
Lawrence

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED

PROTECTIVE COVENANTS
IN
WASHINGTON HEIGHTS ADDITION TO FREMONT, NEBRASKA

Gifford Homes, Inc., the grantor herein, being the owner of all of Washington Heights Addition to the City of Fremont, does hereby grant to the public and to all grantees of Lots or Blocks in said subdivision, the following covenants and restrictions and does hereby embody, fix and attach all of said blocks and lots in said subdivision with the following covenants and restrictions, which shall run with all of the lots and blocks in said subdivision and shall be binding upon the grantor and any grantee of lots and blocks in said addition, and their successors, heirs and assigns, for a period of 25 years from the date of recording hereof with extension as hereinafter provided:

I

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling or a two family duplex not to exceed two stories in height and a private garage for not more than two cars.

II

No building shall be permitted on these premises at a cost of less than \$18,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 1,250 square feet for a dwelling of more than one story.

III

No dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line. For the purposes of this covenant, eaves and gutters only shall not be considered as a part of a building.

IV

No dwelling shall have a width of less than 24 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,600 square feet.

V

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument

signed by a majority of the then owners of the lots in the present Washington Heights Addition (as presently platted) has been recorded, agreeing to change said covenants in whole or in part.

VI

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

VII

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VIII

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

IX

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

X

Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots.

XI

Provided always, that it is hereby declared by the grantor that the covenants herein contained or implied, which apply to the premises above described, and shall not extend to other property owned by the grantor nor render the grantor liable in respect to the actions or defaults of any of its grantees; nevertheless, said covenants shall be binding upon all grantees of lots and blocks in said Washington Heights Addition, and upon all lots and blocks held or retained by the grantors.

IN WITNESS WHEREOF we have set our hands this 10th day of June, 1971.

GIFFORD HOMES, INC.
By: *Arthur Gifford*
President

STATE OF NEBRASKA }
COUNTY OF DODGE } SS

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On this 10th day of June, 1971, before me the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Arthur Gifford, President of Gifford Homes, Inc. (a corporation) to me personally known to be the President and the identical person whose name is affirmed to the foregoing instrument as grantors, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.



Daisy M. Dykeman
Notary Public